

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

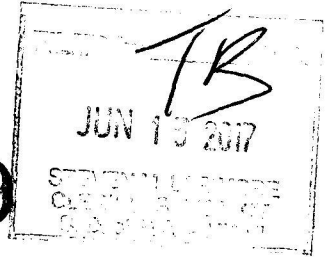
Case No.

**17-20409**

18 U.S.C. § 1347

18 U.S.C. § 2

18 U.S.C. § 982(a)(7)



CR-ALTUNAGA

UNITED STATES OF AMERICA

/GOODMAN

vs.

VICTOR ROCHA,

Defendant.

**INDICTMENT**

The Grand Jury charges that:

**GENERAL ALLEGATIONS**

At all times material to this Indictment:

**The Medicare Program**

1. The Medicare Program (Medicare) was a federally funded program that provided free or below-cost health care benefits to certain individuals, primarily the elderly, blind, and disabled. The benefits available under Medicare were governed by federal statutes and regulations. The United States Department of Health and Human Services (CMS), oversaw and administered Medicare. Individuals who received benefits under Medicare were commonly referred to as Medicare “beneficiaries.”

2. Medicare programs covering different types of benefits were separated into different program “parts.” Part D of Medicare subsidized the costs of prescription drugs for Medicare beneficiaries in the United States. It was enacted a part of the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 and went into effect on January 1, 2006.

3. In order to receive Part D benefits, a beneficiary enrolled in a Medicare drug plan. Medicare drug plans were operated by private companies approved by Medicare. Those companies were often referred to as drug plan “sponsors.” A beneficiary in a Medicare drug plan could fill a prescription at a pharmacy and use his or her plan to pay for some or all of the prescription.

4. A pharmacy could participate in Part D by entering a retail network agreement with one or more Pharmacy Benefit Managers (PBMs). Each PBM acted on behalf of one or more Medicare drug plans. Through a plan’s PBM, a pharmacy could join the plan’s network. When a Part D beneficiary presented a prescription to a pharmacy, the pharmacy submitted a claim to the PBM that represented the beneficiary’s Medicare drug plan. The PBM determined whether the pharmacy was entitled to payment for each claim and periodically paid the pharmacy for outstanding claims. The drug plan’s sponsor reimbursed the PBM for its payments to the pharmacy.

5. A pharmacy could also submit claims to a Medicare drug plan to whose network the pharmacy did not belong. Submission of such out-of-network claims was not common and often resulted in smaller payments to the pharmacy by the drug plan sponsor.

6. Medicare, through CMS, compensated the Medicare drug plan sponsors. Medicare paid the sponsors a monthly fee for each Medicare beneficiary of the sponsors’ plans. Such payments were called capitation fees. The capitation fees were adjusted periodically based on various factors, including the beneficiary’s medical condition. In addition, in some cases where a sponsor’s expenses for a beneficiary’s prescription drugs exceeded that beneficiary’s capitation fee, Medicare reimbursed the sponsor for a portion of those additional expenses.

7. Medicare, Medicare drug plan sponsors, and PBMs were “health care benefit

program[s],” as defined by Title 18, United States Code, Section 24(b).

8. All Medicare beneficiaries were assigned a Health Insurance Claim Number (HICN) which was unique to each beneficiary.

9. Doctors who participated in Medicare were assigned a National Provider Identification Number (NPIN) which was unique to each doctor.

**Medicare Drug Plan Sponsors**

10. Medco Health Solutions, Inc. (MEDCO), SilverScript Insurance Co. (SILVERSCRIPT), and UnitedHealthcare were Medicare drug plan sponsors.

**The Defendant and Related Entity**

11. Med Express Pharmacy Discount, Inc. (Med Express) was a Florida corporation, incorporated on or about January 1, 2011, that did business in Miami-Dade County, purportedly providing prescription drugs to Medicare beneficiaries. Med Express’ principal place of business was 385 E. 8<sup>th</sup> Street, Hialeah, FL.

12. **VICTOR ROCHA**, a resident of Miami-Dade County, was an owner of Med Express and became the President and Registered Agent of Med Express on or about September 25, 2012.

**COUNTS 1-6**  
**Health Care Fraud**  
**(18 U.S.C. § 1347)**

1. The General Allegations section of this Indictment is re-alleged and incorporated by reference as if fully set forth herein.

2. From in or around September 2012, through in or around May 2013, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant,

**VICTOR ROCHA,**

in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program affecting commerce, as defined in Title 18, United States Code, Section 24(b), that is, Medicare, MEDCO, SilverScript, and UnitedHealthcare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, these health care benefit programs.

### **Purpose of the Scheme and Artifice**

3. It was a purpose of the scheme and artifice for the defendant to unlawfully enrich himself by, among other things: (a) submitting and causing the submission of false and fraudulent prescription drug claims to health care benefit programs; (b) concealing the submission of false and fraudulent prescription drug claims to healthcare benefit programs; (c) concealing the receipt and transfer of fraud proceeds; and (d) diverting the fraud proceeds for his personal use and benefit, and to further the fraud.

### **The Scheme and Artifice**

4. **VICTOR ROCHA** submitted and caused the submission of claims that falsely and fraudulently represented that various health care benefits, primarily prescription drugs, were medically necessary, and provided by Med Express to Medicare beneficiaries, when, in fact, they were not provided and were not medically necessary.

5. As a result of such false and fraudulent prescription drug claims, Medicare and Medicare drug plan sponsors, including MEDCO, SilverScript, and UnitedHealthcare, through their PBMs, made overpayments funded by Medicare to Med Express, in the approximate amount of \$1.4 million.

6. **VICTOR ROCHA** used the proceeds of the healthcare fraud for his personal use



and benefit and to further the fraud.

**Acts in Execution or Attempted Execution of the Scheme and Artifice**

7. On or about the dates set forth as to each count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendant, **VICTOR ROCHA**, in connection with the delivery of and payment for health care benefits, items, and services, did knowingly and willfully execute, and attempt to execute, the above-described scheme and artifice to defraud a health care benefit program affecting commerce, as defined by Title 18, United States Code, Section 24(b), that is, Medicare, MEDCO, SilverScript, and UnitedHealthcare, and to obtain, by means of materially false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of, said health care benefit programs, in that the defendant submitted and caused the submission of false and fraudulent claims seeking the identified dollar amounts, and representing that Med Express provided pharmaceutical items and service to Medicare beneficiaries pursuant to physicians' orders and prescriptions:

COUNT	BENEFICIARY	APPROX. DATE OF CLAIM	CLAIM NO.	DRUG & APPROX. AMT. PAID	MEDICARE DRUG PLAN SPONSOR
1	R.H.	11/27/2012	123322671884088987	Seroquel; \$1,075	UnitedHealthcare
2	C.H.	12/13/2012	1234842661390809949110	Solaraze; \$638	SilverScript
3	C.H.	12/13/2012	1234842242830479949110	Dovonex; \$771	SilverScript
4	R.H.	12/26/2012	123612996823059992	Calcipotriene; \$432	UnitedHealthcare
5	J.M.	01/15/2013	98764462046339414060550 36051850197304071	Calcipotriene; \$717	MEDCO
6	J.M.	01/15/2013	36243442046339414054813 08730850197304071	Soriatane; \$988	MEDCO

In violation of Title 18, United States Code, Sections 1347 and 2.

**FORFEITURE**  
**(18 U.S.C. § 982 (a)(7))**


1. The allegations contained in this Indictment are re-alleged and incorporated by reference as though fully set forth herein for the purpose of alleging forfeiture to the United States of certain property in which defendant **VICTOR ROCHA** has an interest.

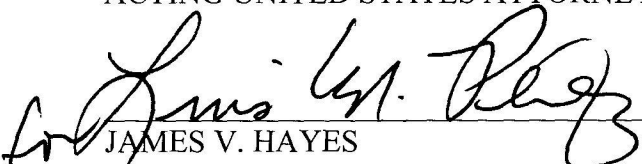
2. Upon conviction of any violation of Title 18, United States Code, Section 1347, as alleged in this Indictment, the defendant so convicted shall forfeit to the United States any property, real or personal, that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of the offense pursuant to Title 18, United States Code, Section 982(a)(7).

All pursuant to Title 18, United States Code, Section 982(a)(7), and the procedures set forth in Title 21, United States Code, Section 853, made applicable by Title 18, United States Code, Section 982(b).

A TRUE BILL.

FOREPE

  
\_\_\_\_\_  
BENJAMIN G. GREENBERG  
ACTING UNITED STATES ATTORNEY

  
\_\_\_\_\_  
JAMES V. HAYES  
ASSISTANT UNITED STATES ATTORNEY

UNITED STATES OF AMERICA

CASE NO. \_\_\_\_\_

vs.

**CERTIFICATE OF TRIAL ATTORNEY\***

VICTOR ROCHA,

Defendant.

**Superseding Case Information:**

**Court Division:** (Select One)

X  Miami   Key West  
  FTL   WPB   FTP

New Defendant(s) Yes   No    
Number of New Defendants    
Total number of counts

I do hereby certify that:

1. I have carefully considered the allegations of the indictment, the number of defendants, the number of probable witnesses and the legal complexities of the Indictment/Information attached hereto.
2. I am aware that the information supplied on this statement will be relied upon by the Judges of this Court in setting their calendars and scheduling criminal trials under the mandate of the Speedy Trial Act, Title 28 U.S.C. Section 3161.
3. Interpreter: (Yes or No)  Yes   
List language and/or dialect  Spanish
4. This case will take  5  days for the parties to try.
5. Please check appropriate category and type of offense listed below:

(Check only one)

(Check only one)

I	0 to 5 days	<u> X </u>	Petty	<u> </u>
II	6 to 10 days	<u> </u>	Minor	<u> </u>
II	11 to 20 days	<u> </u>	Misdem.	<u> </u>
IV	21 to 60 days	<u> </u>	Felony	<u> X </u>
V:	61 days and over	<u> </u>		

6. Has this case been previously filed in this District Court? (Yes or No)  No

If yes:

Judge:

Case No. \_\_\_\_\_

(Attach copy of dispositive order)

Has a complaint been filed in this matter?

(Yes or No)  No

If yes:

Magistrate Case No. \_\_\_\_\_

Related Miscellaneous numbers: \_\_\_\_\_

Defendant(s) in federal custody as of \_\_\_\_\_

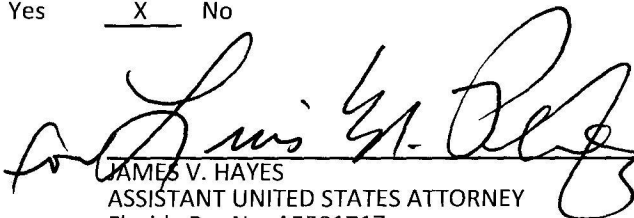
Defendant(s) in state custody as of \_\_\_\_\_

Rule 20 from the \_\_\_\_\_ District of \_\_\_\_\_

Is this a potential death penalty case? (Yes or No)  No

7. Does this case originate from a matter pending in the Northern Region of the U.S. Attorney's Office prior to October 14, 2003?   Yes  X  No

8. Does this case originate from a matter pending in the Central Region of the U.S. Attorney's Office prior to September 1, 2007?   Yes  X  No

  
JAMES V. HAYES  
ASSISTANT UNITED STATES ATTORNEY  
Florida Bar No. A5501717

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

PENALTY SHEET

Defendant's Name: VICTOR ROCHA

Case No: \_\_\_\_\_

Counts #: 1-6

Health Care Fraud

Title 18, United States Code, Section 1347

\* **Max. Penalty:** Ten (10) years' imprisonment as to each count

Counts #:

\_\_\_\_\_  
\_\_\_\_\_

\***Max. Penalty:** \_\_\_\_\_

Count #:

\_\_\_\_\_  
\_\_\_\_\_

\***Max. Penalty:** \_\_\_\_\_

Counts #:

\_\_\_\_\_  
\_\_\_\_\_

\***Max. Penalty:** \_\_\_\_\_

\*Refers only to possible term of incarceration, does not include possible fines, restitution, special assessments, parole terms, or forfeitures that may be applicable.